

Luz-Maria-Urzua
Injured Third Party Intervenor,
6787 Hillsview Drive
Vacaville, California
Zip Code Exempt
[DMM 122.32] as amended

FILED
NOV 2007
RICHARD W. WILKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
QJL
2007

District court for the United States
In Care of THE UNITED DISTRICT COURT
DISTRICT OF CALIFORNIA

LUZ-MARIA URZUA

Sramineus Homo, US Vessel
Libellant,

V.

AMERICA'S SERVICING COMPANY,
JOHN STUMPH, CEO, US Vessel
DOES, ROES, and MOES 1 -100 et al,
US Vessel sand

Libellees,

Luz-Maria: Urzua
Lien Holder of the Vessel, the Real Party
In Interest, Lawful Woman
Injured Third Party Intervener/Petitioner/
Libellant,

V.

AMERICA'S SERVICING COMPANY,
JOHN STUMPH, CEO, U.S. Vessel
DOES, ROES, and MOES 1 -100 et al
US VESSELS
INDIVIDUALLY AND SEVERALLY
Third Party Defendants/Libellees

) Within the Admiralty

WDB

CV 07

5906

PETITION FOR

LIBEL OF REVIEW

OF AN

ADMINISTRATIVE JUDGMENT

E-filing

COMMERCIAL AFFIDAVIT IN FACT

FOR AND ON THE RECORD:

THE COURT TAKES JUDICIAL NOTICE WITHIN THE ADMIRALTY OF THE SUM
CERTAIN OF THE FACTS AND STATEMENTS HEREIN

JURISDICTION

COMES NOW Claimant/Libellant, Luz-Maria: Urzua an injured party, hereinafter referred to as the Claimant, without counsel, by Restricted, Special Appearance, pursuant to Special Procedures in Admiralty, Rule E (8), and at

no time waives any protections within the Admiralty, filing this Petition, for Judicial Review of an Administrative Judgment pursuant to Rule 57 FRCP.

Pursuant to TITLE 28; PART VI; CHAPTER 151 § 2201

§ 2201. Creation of remedy

a. In a case of actual controversy within its jurisdiction.

- A. 28 USC § 1331; There is a Federal question.
- B. 28 USC § 1332; Diversity of Citizenship.
- C. 28 USC § 1333; Admiralty, Maritime, savings to suitors.
- D. 28 USC § 1337; Commerce.

1. Claimant petitions this court for a **Review of Foreign Judgment** documents entered into the Case Number _____
2. This Court is an Admiralty Court and the injured party, petitioner/Claimant sets this action and files this action with the Court Clerk "within the admiralty" pursuant to Special Procedures in Admiralty #Rule E (8), and is appearing in Restricted Appearance.
3. Libellee(s)/Respondent(s) have made false claims and this Libel of Review and Notice of Lis Pendens are now in the "original exclusive cognizance" of the United States through the district court - see the First Judiciary Act of September 24, 1789, Chapter 20, page 77.
4. Jurisdiction, in international law and according to the law of the land, agents of a foreign principal are required to file any pretended claim in the appropriate district court prior to exercising rights to that claim. The district courts have "exclusive original cognizance" of all inland seizures and this includes vessels in rem (Rule C (3)) such as trust organizations and legal names, *Ens legis*; LUZ-MARIA URZUA.
5. Petitioner Luz-Maria: Urzua, Libellee, AMERICA'S SERVICING COMPANY and Co-Parties DOES, ROES, and MOES 1-100 et al, ... within their respective districts, as well as upon the high seas; (a) saving to suitors, in all cases, the right of a common law remedy, where the common law is competent to give it; and shall also have exclusive original cognizance of all seizures on land,..." The First Judiciary Act September 24 1789 Chapter 20, page 77. The Constitution of the United States of America, Revised and Annotated - Analysis and Interpretation - 1982; Article III, §2, Cl. 1 Diversity of Citizenship, U.S. Government Printing Office document 99-16, p. 741 and 26 USC 1331.
6. Petitioner Luz-Maria: Urzua, unknown AMERICA'S SERVICING COMPANY agents, " ... within their respective districts, as well as upon the high seas; (a) saving to suitors, in all cases, the right of a common law remedy, where the common law is competent to give it; and shall also have exclusive original cognizance of all seizures on land,..."
7. The First Judiciary Act; September 24, 1789; Chapter 20, page 77. The Constitution of the United States of America, Revised and Annotated - Analysis and Interpretation - 1982; Article III, §2, Cl. 1 Diversity

of Citizenship, U.S. Government Printing Office document 99-16, p. 741 and 26 USC 1331.

8. This fact of protocol - filing a claim in district court according to international law - is beyond dispute and extends into antiquity:

"Meanwhile those who seized wreck ashore without a grant from the Crown did so at their peril." Select Pleas in the Court of Admiralty, Volume II, A.D. 1547-1602; Introduction - Prohibitions, Note as to the early Law of Wreck, Selden Society, p. xl, 1897.

9. The Constitution for the United States recognizes the protocol: i.e.,

ART. III

Section 2. The judicial power shall extend to all cases, in law and equity, arising under this Constitution, the laws of the United States, and treaties made, or which shall be made, under their authority;--to all cases affecting ambassadors, other public ministers and consuls;--to all cases of admiralty and maritime jurisdiction;--to controversies to which the United States shall be a party;--to controversies between two or more states;-- between a state and citizens of another state;--between citizens of different states;-- between citizens of the same state claiming lands under grants of different states, and between a state, or the citizens thereof, and foreign states, citizens or subjects.

10. Libellee(s), Unknown AMERICA'S SERVICING COMPANY Agent(s) are agent(s) of a foreign principal, a "foreign state" defined at Title 28 of the United States Codes §1603, and Title 22 U.S.C. §611.
11. The district court for the District of California, Central Division, has acquired exclusive original cognizance of this Libel of Review for the United States because this is a federal question - a constitutional matter involving a man on the land complaining about theft and kidnap - Title 18 U.S.C. §§ 661 and 1201 respectively and irregular extradition from the asylum state into the United States custody, treason - Constitution, Article III §3 and Title 18 U.S.C. §2381 by an agent of a foreign principal, creating diversity of citizenship - Title 28 U.S.C. §§1331 and 1333 respectively. The presentments (notification) are arbitrary and capricious clearly implying that if Petitioner fails to comply with the suggested terms there will be "law enforcement" actions by way of inland seizure. Speaking historically, the districts, formed in 1790 for handling the financial obligations of the United States could not come into existence until after formal expression of remedy in the 'saving to suitors' clause (1789) quoted above and codified at Title 28 U.S.C. §1333.
12. The only excuse for the discretionary authority granted administrative agencies is the judicial oversight demonstrated in this invocation of an Article III court.
13. Law of the flag: Man is created in the image of God and to reduce a man to chattel against the national debt is an affront to God. Exodus, 13:16 and Genesis 1:27.
14. All Court Officers are not immune "within the Admiralty", and are accountable for their actions pursuant to The FOREIGN SOVEREIGN IMMUNITY ACT 28 U.S.C. § 1605. Any foreign sovereigns are liable for damages while doing business in the United States. This provision has application since

the foreign sovereign – the judges, clerks, etc. – operate on the behalf of a defacto foreign fiction government. Officials are liable for the damages that they commit while doing business in the country.

15. This court is open for admiralty issues and in this instant action. It is a debt obligation and insurable interests that are issues in admiralty.
16. This action of the injured party, petitioner/libellant/Claimant is protected pursuant to the Suits in Admiralty Act, 46 U.S.A. Codes, Appendix, Chapter 20 §§ 742-749.
17. THE SUITS IN ADMIRALTY ACT is a law where the United States and its co-parties specifically waives its immunity in three situations: (1), If the Admiralty suit involves a vessel of the United States (Man's body is named in the action), (U.S. citizen Vessel) (Name in all upper case of the vessel) and (2), Cases that involve cargo belonging to the U.S. and its co-parties. Within the context of this instant action, when the cargo [the paperwork, or lawsuit] of the United States and its co-parties harms us, the United States gives us a blanket waiver of immunity, or (3), if the United States could be sued in the Admiralty if it were a private party, if we are going into an international jurisdiction, (a set aside, fenced territory) every time we go into the Court, we are entitled to sue the United States and its co-parties in the Admiralty as if it were a private party. The cargo is the docket file and the lawsuit and Clerks/Warrant Officers and Judges/Masters are not immune if the cargo is not directed into the Admiralty Court.
18. In this instant action all parties are U.S. VESSELS and fit the legal definition of a U.S. Vessel.
19. The Court Officers/ Master/ Mariners are liable if they mislead/mis-deliver this action into the wrong Court and the law provides for criminal penalties for compliance failures.
20. The Public Vessels Act is applied in this instant action and waives the Court Officer's Immunities pursuant to Title 46 U.S.C. Ch. 22 § 781 and The Bills of Lading Act, Title 49 U.S.C., Ch. 147 § 14709, Title 49 U.S.C. Chapter 801 § 80113.
21. The cargo is shipped via the U.S. Postal Service and all parties are subject to the Postal Codes in this instant action.
22. The Bills of Lading Act includes a criminal penalty because the losses suffered by the customers of the shippers can be very great. I use a Bill of Lading/Petition/Complaint in all of my lawsuits. This presentment fits the criteria for a Bill of Lading, meeting all the facts enclosed in any Bill of Lading. The Bill of Lading describes the cargo (the lawsuit), and tells the Court Clerk to carry the suit into the Admiralty Jurisdiction of the Court. The Clerk is a PUBLIC VESSEL and the CARRIER, being a vessel of the United States and its co-parties. This Bill of Lading identifies the cargo as the lawsuit, by describing the suit's postal registry number, which is Registered Mail # RA 465 342 963 US .
23. The Bill of Lading creates a liability for which the damaged party can recover in a suit if the documents are diverted into another venue. If a carrier is found wanting in due diligence concerning the delivery of the cargo, the liability attaches at the time of the diversion of the documents. The Bill of Lading therefore takes away the immunity of Clerks/Warrant Officers and Judges/Masters, if the cargo is not delivered into the Admiralty Court, and adds criminal penalties for compliance failures. Title 49 U.S.C.,

Ch. 801 § 80116.

24. The Admiralty Extension Act, Title 46 U.S.A. Appendix, Ch 19-A § 740, extends the admiralty jurisdiction inland. All states by law have access to the sea. Therefore any land locked country has an easement, so to speak, across other countries in order to get to the sea. All states have an admiralty jurisdiction in all of their courts.

RESTRICTIONS

25. The Libellee/Respondents were estopped by the "DOCTRINES OF ESTOPPEL" by "AGREEMENT/CONTRACT" and by "ESTOPPEL BY ACQUIESCEANCE". The Third Party Libellees/Defendants were forever barred from arguing and controverting the issues of the "CONTRACT/CLAIMS" and are bound strictly in their prove up of their response by Affidavit, point for point, under their unlimited liability Commercial Oath and Verification, "within the Admiralty". Failure in confining their position and submissions, oral or written, before this court finds them in Commercial Trespass and Breach of their Contract. This AGREEMENT/ CONTRACT is protected pursuant to US Constitution, Article I Section 10, and the D.C. Codes in regarding "THE IMPAIRMENT OF CONTRACTS".

26. The Libellees/Respondents have received Notice of Default, and therefore, as they make or have made a hostile presentment before this court, in writing, they are subject to the provisions of F.R.C.P. RULE 9 (h), leading to the Supplements of the Rules of Admiralty, which provides for those who are found in Trespass after a Default are subject to a Certificate of Exigency, which is filed with the Clerk of the Court/Warrant Officer, for an immediate warrant for their arrest.

FACTS

- a) The injured party petitioner/libellant/Claimant, exhausted his Administrative Remedy and served the Libellee/Respondent, AMERICA'S SERVICING COMPANY, a Conditional Acceptance of their claim upon submitting Proof of claim.
- b) The injured party petitioner/libellant/Claimant served, in Honor, a Letter Rogatory to show their documents of their claim.
- c) The injured party petitioner/libellant/Claimant served an Affidavit, by this injured party declaring, Affiant had not seen or been presented with any material fact or evidence of a claim and believed none exists.
- d) The above three (3) documents were served by First Class U.S. Mail, Certified Mail # 7006 0100 0005 6183 8816, Return Receipt Requested on the Libellee/Respondent, AMERICA'S SERVICING COMPANY on September 13, 2007 by Barbara G. Dominguez a Notary Public of the State of California, an independent third party.
- e) The respondent received the documents on September 16, 2007 as indicated by the US. Postal Service Tracking Number.
- f) Respondent was given the mandatory 3 days to respond, not including the day of receipt, and 3 additional days for mailing their reply.

- g) The time expired on September 28, 2007 with no response from the Respondent.
- h) On or before October 9, 2007, a NOTICE OF FAULT – OPPORTUNITY TO CURE was served by First Class U.S. Mail, Certified Mail # 7006 0100 0005 6183 7109, Return Receipt Requested on the Libellee/Respondent, AMERICA'S SERVICING COMPANY by Barbara G. Dominguez, a Notary Public of the State of California, an independent third party.
- j) Respondent was given the mandatory 3 days to respond, not including the day of receipt, and 3 additional days for mailing their reply.
- j) The time expired on October 22, 2007 with no response from the Respondent
- k) On or before October 22, 2007, a NOTICE OF DEFAULT and CERTIFICATE OF DISHONOR, by NOTORIAL PROREST, was served by First Class U.S. Mail, Certified Mail # 7006 0100 0005 6175 7070, Return Receipt Requested on the Libellee/Respondent, AMERICA'S SERVICING COMPANY by Barbara G. Dominguez, a Notary Public of the State of California, an independent third party.
- l) On October 22, 2007, the Libellee/Respondent, AMERICA'S SERVICING COMPANY was sent an INVOICE and NOTICE FOR DEMAND AND SETTLEMENT FOR CLOSING OF THE ESCROW by Certified Mail # 7006 0100 0005 6175 7070.
- m) The respondent received the documents; INVOICE and NOTICE FOR DEMAND AND SETTLEMENT FOR CLOSING OF THE ESCROW on October 24, 2007.
- n) Libellee/Respondent, AMERICA'S SERVICING COMPANY was given 30 days for Settlement and for Closing of the Escrow.
- o) The 30 days expired on November 23, 2007 without a response from the Libellee/Respondent AMERICA'S SERVICING COMPANY.
- p) The Libellees/Respondents failed to respond and answer and are in Collateral Estoppel, Tacit Procuration, Stare Decisis, Estoppel, by Acquiescence and Res Judicata by Agreement and cannot proceed, Administrative or Judicial without committing perjury and causing further injury to the injured party petitioner/libellant/Claimant
- q) The Libellees/Defendants can not obtain a dismissal or summary judgment without sworn competent witness testimony and can not do so because they are estopped by their own actions and inactions and any attempts to appear are a hostile presentment before this Court and are further culpable.
- r) There is no controversy from any party that stands, and this Court is mandated to enforce the Agreement/Contract and grant the relief as sought in the Accounting and True Bill, or they are found in violation of the impairment of contracts pursuant to Article 1, § 10 of the United States Constitution and the D.C. Codes IN FACT, and that;
- s) If the court attempts to dismiss the injured party petitioner/libellant/Claimant's claim, it is a VOID JUDGMENT pursuant to FRCP 60 (b)(4) STATEMENTS OF COUNCIL IN BRIEF OR IN ARGUMENT ARE NOT SUFFICIENT FOR A MOTION TO DISMISS OR FOR SUMMARY JUDGMENT Trinsey V. Pagliaro D.C. Pa (1964), 229 F. Supp 647 for lack of subject matter jurisdiction and judicial misconduct and Scienter Criminal Act without immunity.
- t) Any attempts by anyone to trespass the injured third party petitioner/libellant, intervenor's claim Agreement/Contract is committing Criminal Barratry and Piracy on the high seas of Admiralty law.
- u) The injured the injured party petitioner/libellant/Claimant's holds a priority commercial claim against the debtor named LUZ-MARIA URZUA, Stramineus Homo, A U.S. Vessel by legal definition, and no one has an insurable interest other than the injured the injured party petitioner/libellant/Claimant.

- v) Because the claim is filed on parties within an insolvent state and nation, there is an insurance interest issue in this instant action and that Unknown Agents dbf AMERICA'S SERVICING COMPANY, US VESSEL, have insured this case and/or bonded under their Errors and Omissions Insurance Policy; they are found in insurance fraud, mail fraud, wire fraud, and conspiracy to commit such, and undue enrichment, fraud, and numerous other Scienter Acts, including, but not limited to, Continuous Torts.
- w) The risk management for the AMERICA'S SERVICING COMPANY is under notice that there is continuous irreparable harm and damage to the injured party petitioner/libellant/Claimant's and the bonds and insurance in this instant action belong to the injured the injured party petitioner/libellant/Claimant's, and the substitute plaintiff trustee/third party co-Libellee Agents, US VESSEL are the obligated party(ies) and do surrender their Public Hazard Bond and risk management by taking such risks in promulgating this instant action in bad faith and fraud and causing an injury in the Public.
- x) The injured party petitioner/libellant/Claimant' is the Holder in Due Course of the US Vessel and its Trade Name by security agreement.
- y) The court takes JUDICIAL NOTICE that the conclusive evidence is entered into evidence before the court attached to this pleading as though fully incorporated thereof and is found under the heading: ADMINISTRATIVE REMEDY.
- z) The court takes JUDICIAL NOTICE that the conclusive evidence is now entered into Case Number and submitted to this court and attached to this pleading and is found under the heading ADMINISTRATIVE REMEDY, which is conclusive evidence that the Injured Third Party Intervenor/Libellant is the superior lien holder of the US VESSEL and TRADE NAME registered as LUZ-MARIA URZUA.

CONCLUSION

1. That the Injured Party/Libellant is demonstrating to this court that he holds in due course the conclusive evidence perfected in Administrative Law that without a doubt or reservation he is the holder in due course of the CLAIM/AGREEMENT/CONTRACT and holds the BOND pursuant to the Uniform Commercial Code.
2. The Third Party Defendants/Libellees failed to state a claim by which relief can be granted pursuant to FRCP 12 (b) (6).
3. Failure of this court to enter and execute DECLARATORY JUDGMENT BY ESTOPPEL in favor of Injured Third Party Intervenor/Libellant is a denial of due process and equal access to justice and creates another injury in the public and enlarges the SUM CERTAIN an amount to be determined by a jury, compensatory and punitive..

RELIEF SOUGHT

- A. That the AGREEMENT/CONTRACT be enforced as the third party/defendants/libellees are in trespass and violation of the AGREEMENT/CONTRACT and have failed to state a claim upon which relief can be granted.
- B. That the Court enforce the Administrative findings in the perfected agreement and the order of relief by enforcement of the Agreement/Contract and the accounting and true bill found in the INVOICE for injury

against and sustained by the injured third party petitioner/libellant, intervenor; compensatory damages and punitive damages pursuant to CLEOPATRA HASLIP et al. v. PACIFIC MUTUAL LIFE INSURANCE, INC. 499 U.S.1, 113; Fed 2d 1, 111 § 1032, with a sum certain of \$148,515,714.16 USD, to be paid in full by the third party libellees by December 1, 2007.will apply to original Libellees and any other DOES, ROES and MOES who trespass the AGREEMENT/CONTRACT JUDGMENT BY ESTOPPEL.

- C. That the court order, cancels any and all liens that AMERICA'S SERVICING COMPANY has recorded against LUZ-MARIA URZUA, US CESSEL, of derivatives of the Eng Legis, thereof at the Solano County Recorder and/or the California Secretary of State, UCC Section.
- D. That the court order a Data Integrity Board and Comptroller of the Currency Investigation pursuant to 5 U.S.C. 552(a)(d) for this instant action.
- E. That the Court Clerk/Warrant Officer enforce any Certificates of Exigency for any and all hostile presentments appearing in this court, written or oral, after the default found in the Administrative Law Process, is a Criminal Act, and a Certificate of Exigency is filed with the warrant officer/court clerk, which mandates a warrant of arrest for all parties now found in criminal acts according to the provisions "within the admiralty."
- F. Any other relief deemed appropriate by this Court.

And further Affiant Sayeth Naught

By Luz-Maria Urzua 10/30/07, affiant
Luz-Maria: Urzua

COMMERCIAL OATH AND VERIFICATION

Solano County)	Commercial Oath and Verification
State of California)	

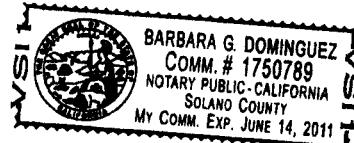
Libellant, Luz-Maria: Urzua, under his Commercial Oath with unlimited liability proceeding in good faith, being of sound mind states that the facts contained herein are true, correct, complete, certain and not misleading. I speak the truth, the whole truth and nothing but the truth so help me God.

Luz-Maria Urzua 10/30/07
Luz-Maria: Urzua, Creditor Libellant/Affiant

State of California)	ss
Solano County)	

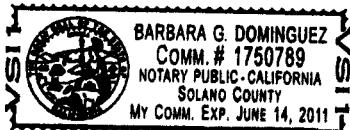
Subscribed before me, Barbara G. Dominguez a Notary Public, this 30th day of
October, 2007

Barbara G. Dominguez
Notary



State of California
 County of Solano } SS.

Subscribed and sworn to (or affirmed) before me on this 30th day of October, 2007, by
huz - Maria Urzua _____, personally known to me or proved to me on the basis
 of satisfactory evidence to be the person(s) who appeared before me.



Barbara G. Dominguez
 NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

INDIVIDUAL
 CORPORATE OFFICER

_____ TITLE(S) _____

PARTNER(S)
 ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 SUBSCRIBING WITNESS
 OTHER: _____

ABSENT SIGNER (PRINCIPAL) IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

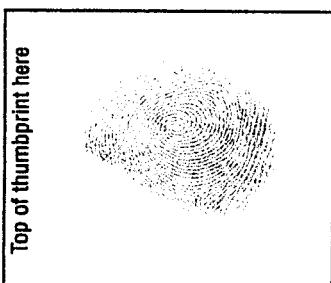
PETITION FOR LIBEL OF REVIEW OF AN
ADMINISTRATIVE JUDGEMENT/AMERICA'S
TITLE OR TYPE OF DOCUMENT servicing Co.

9 including this
 NUMBER OF PAGES

10-30-07
 DATE OF DOCUMENT

_____ OTHER _____

RIGHT THUMBPRINT
 OF
 SIGNER



Top of thumbprint here

CERTIFICATE OF SERVICE

1. On this 30⁴⁵ day of October, 2007 I served the Petition for Judicial Review of Administrative Judgment, by Registered Mail Number RR 583 570 236 US, by U.S. Mail to the following:

AMERICA'S SERVICING COMPANY
P.O. BOX 60768
LOS ANGELES, CA 90060-0768

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true, correct, complete and not misleading.

Executed on this 30⁴⁵ day of October, 2007

Barbara G. Dominguez
Barbara G. Dominguez, Notary Acceptor

Conditional Acceptance
 Luz-Maria: Urzua
 Escrow Number 0953461
 Certified Mail Number: 7006 0100 0005 6183 8816
 Luz-Maria: Urzua
 c/o 6787 Hillsview Drive
 Vacaville, California
 Zip Code Exempt
 [DMM 122.32] as amended

ORIGINAL

AMERICA'S SERVICING COMPANY
 P O BOX 60768
 LOS ANGELES, CA 90060-0768

September 11, 2007

NOTICE

CONDITIONAL ACCEPTANCE

Administrative Procedures Act, 5 USC § 552a seq.

"When determination of the constitutional issue depends on factual determinations, they should be made first by the administrative officials who are especially equipped to inquire, in the first instance, into the facts." Roadway Express v Kingsley, 179 Atlantic 2d 729, 732.

ADMINISTRATIVE PROCESS

"Held, that the constitutionality of an agency's procedure may be challenged in a judicial reviewing court without first challenging in the agency and without first exhausting administrative remedies on the questions." Mathews v Eldridge, 424 US 319 (1976)

However, Claimant believes that because it is a sharp departure from previous law and in certain respects, contrary to the clear words before it, Claimant has exhausted his administrative remedy, as the historical holdings are clearly cut as to demanded procedure.

"Administrative exhaustion is demanded where constitutional challenge is to the statute as applied by the agency". Matters v City, 219 NW2d 718

"Where the challenge is to the statute administered, the exhaustion requirement does serve a useful purpose. The courts should not rule that a statute is unconstitutionally administered when the available avenues of administration has not been explored." Metcalf v Swank, 444 F.2d 1353, 1357 (7th Cir 1971), vacated on other grounds, 406 US 1114 (1972)

"When determination of the constitutional issue depends on factual determinations, they should be made first by the administrative officials who are especially equipped to

Conditional Acceptance

Luz-Maria: Urzua

Escrow Number 0953461

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inquire, in the first instance, into the facts." Roadway Express v Kingsley, 179 A.2d 729, 732

HISTORY OF CASE DEMANDS ADMINISTRATIVE PROCESS

An Administrative process is vital on this matter as Claimant became an aggrieved party suffering legal wrongs. No administrative hearing or record of facts, of the matter for review, or issues for review were extant. Claimant has now been heard and has exhausted his Administrative Remedy.

Before a matter may be reviewed, a record of the Administrative Remedy proceedings must be established on the record.

The question now becomes; is AMERICA'S SERVICING COMPANY an agency of government?

Pursuant to 31 CFR 202.0, it is stated, that any bank that deals in public money, the bank is actually an agency of the UNITED STATES, meaning the bank must comply with 5 USC 552a just like any other governmental agency.

Davis vs. Elmira Savings, 161 U.S. 275, at 283 (1896) "National banks are instrumentalities of the Federal Government, created for a public purpose, and as such necessarily subject to the paramount authority of the United States." *Anderson National Bank vs. Luckett*, 321 U.S. 233, at 252 (1943) *Marquette National Bank vs. First of Boston*, 439 U.S. 308 (1978)

INSTRUMENTALITY RULE

"Under this rule, corporate existence will be disregarded where a corporation (subsidiary) is so organized and controlled and its affairs so conducted as to make it only an adjunct and instrumentality of another corporation (parent corporation), and parent corporation will be responsible for the obligations of its subsidiary.

The so-called "instrumentality" or "alter ego" rule states that when a corporation is so dominated by another corporation that the subservient corporation becomes a mere instrument and is really indistinct from controlling corporation, then the corporate veil of dominated corporation will be disregarded, if to retain it results in injustice." Black's Law Dict., Abridged Sixth Edition

Luz-Maria: Urzua is attempting to settle the disputed claim that AMERICA'S SERVICING COMPANY purports to have in the transaction involving AMERICA'S SERVICING COMPANY'S Account Number 1205243880 between AMERICA'S SERVICING COMPANY and Luz-Maria: Urzua.

CONDITIONAL ACCEPTANCE

Therefore; I, Luz-Maria: Urzua do hereby conditionally accept the purported loan under AMERICA'S SERVICING COMPANY'S Account Numbers 1205243880.

The presenter, AMERICA'S SERVICING COMPANY, drafting the undersigned to "AFIRM A DEBT", does NOT constitute a claim of a debt owing.

Said document, Unsigned, apparently, no one having the standing to either validate the debt or make any claims issued by the LOAN STATEMENT.

Conditional Acceptance

Luz-Maria: Urzua

Escrow Number 0953461

Certified Mail Number: 7006 0100 0005 6183 8816

Since the 'LOAN STATEMENT', AMERICA'S SERVICING COMPANY'S ACCOUNT NUMBER 1205243880, hereinafter referred to as; 'LOAN STATEMENT', were unaccompanied by an affidavit, by alleged 'claimant' attesting it as true, correct, complete, and not misleading. Said 'LOAN STATEMENT' are stamped and conditionally accepted and attached hereto as Exhibit A -1.

Please take notice of the Conditionally Accepted attachment hereto, affixed as Exhibit A-1, which appear to be an unsubstantiated attempt to affirm the existence of a 'debt' in the absence of a certificate of claim, indicating the charges will be honored upon AMERICA'S SERVICING COMPANY'S production of evidence that there is a dispute as to certain facts, as the undersigned has no knowledge as to why a corporation would proceed with the knowledge that (1) insufficient notice of a debt owing was provided; (2) exculpatory and material evidence, in the possession of a party to the action, is excluded from consideration because the party was NOT noticed of a hearing date, and was prevented from requesting a certificate of claim from the alleged injured or damaged party, (3) no sufficient process of service was received, and agents of AMERICA'S SERVICING COMPANY sent documents through the U.S. MAIIS without conducting the mandatory inquiry prescribed by law. The undersigned, further, is unaware of having any contract with the Plaintiff in the instant action, or of presenting the plaintiff with any information which would enable the plaintiff to testify upon personal knowledge, and which would eliminate 'Plaintiffs' collusion to enable unjust enrichment via fraud. Therefore, the following terms are requested before the undersigned can determine whether or not to subordinate the undersigned's priority lien in favor of an unsubstantiated claim.

The conditions, which require satisfaction, prior to full acceptance, are:

1. Proof of claim that Luz-Maria: Urzua is obligated to perform to your demands.
2. Proof of claim that Luz-Maria: Urzua is the party receiving the value alleged as exchanged.
3. Proof of claim that Luz-Maria: Urzua and AMERICA'S SERVICING COMPANY had a meeting of the minds regarding the waiver of notice of protest.
4. Proof of claim that Luz-Maria: Urzua voluntarily waived notice of protest.
5. Proof of claim that Luz-Maria: Urzua was notified of a dishonor.
6. Proof of claim that the "LOAN STATEMENT" are not an attempt to defraud said party in order to avoid conducting a costly investigation for the truth.
7. Proof of claim that the charges delineated in the "LOAN STATEMENT", aren't an attempt by an agent of a defrauding party to assign blame for an act NOT committed by the purported 'debtor', in order to avoid conducting the inquiry mandated by law.
8. Proof of claim that the charges delineated in the "LOAN STATEMENT", isn't an attempt by an agent of a defrauding party without first hand knowledge, and upon hearsay, to presume the undersigned owes a debt.
9. Proof of claim that Luz-Maria: Urzua received goods, services, or other benefits from the true creditor, for whom you, AMERICA'S SERVICING COMPANY, purport to be.
10. Proof of claim that AMERICA'S SERVICING COMPANY can and is willing to produce the original instrument contract Luz-Maria: Urzua is alleged to have created that makes him liable.
11. Proof of claim that AMERICA'S SERVICING COMPANY can and is willing to demonstrate the original instrument, which Luz-Maria: Urzua is alleged to have created, has not been endorsed over to other parties each time, if said instrument has changed hands.

Conditional Acceptance

Luz-Maria: Uruzua

Escrow Number 0953461

Certified Mail Number: 7006 0100 0005 6183 8816

12. Proof of claim that the original instrument, which Luz-Maria: Uruzua is alleged to have created has not been endorsed over to a GSE (Government Sponsored Enterprise).
13. Proof of claim that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that the application Luz-Maria: Uruzua is alleged to have created, isn't a security agreement.
14. Proof of claim that Luz-Maria: Uruzua's signature is on the original instrument Luz-Maria: Uruzua is alleged to have created.
15. Proof of claim that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that the amount limit on the application isn't a line of credit.
16. Proof of claim that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that the amount limit on the application isn't the amount of the bond behind the security.
17. Proof of claim that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that the amount limit on the application isn't a line of credit, indicating that a third party is prepared to guarantee the 'applicant' is good for up to that amount.
18. Proof of claim that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that the bond underwrites the creation of the funds.
19. Proof of claim that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that the amount limit on the application doesn't provide a blank check up to the credit limit.
20. Proof of claim that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that the amount limit on the application doesn't provide a blank check up to the credit limit, which AMERICA'S SERVICING COMPANY can use whatever the 'applicant' does not 'use'.
21. Proof of claim that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that the amount limit on the application doesn't provide a blank check up to the credit limit, which AMERICA'S SERVICING COMPANY uses for investments on return.
22. Proof of claim that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that AMERICA'S SERVICING COMPANY isn't the trustee on the account.
23. Proof of claim that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that AMERICA'S SERVICING COMPANY does not profit from the signature of the security agreement.
24. Proof of claim that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that AMERICA'S SERVICING COMPANY does not profit from the investments on the secured line of credit 'granted' by the application.

Conditional Acceptance
 Luz-Maria: Urzua
 Escrow Number 0953461

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25. Proof of claim that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that the merchandise is merely the premium to induce the purchase of the debt.
26. Proof of claim that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that if the application Luz-Maria: Urzua is alleged to have created, is produced, that the party possessing said instrument, isn't required to give up the line of credit.
27. Proof of claim that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that if the application Luz-Maria: Urzua is alleged to have created, is produced, that the party possessing said instrument, isn't still using the line of credit, while AMERICA'S SERVICING COMPANY is demanding payment.
28. Proof of claim that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that the AMERICA'S SERVICING COMPANY isn't required to provide Luz-Maria: Urzua with the amount Luz-Maria: Urzua has paid in, to date.
29. Proof of claim that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that AMERICA'S SERVICING COMPANY cannot admit that Luz-Maria: Urzua has paid something to AMERICA'S SERVICING COMPANY, to date.
30. Proof of claim that Luz-Maria: Urzua willingly and knowingly accepted, or intended to accept extraordinary admiralty benefits for which you, your agency, or anyone at your agency, purport to collect.
31. Proof of claim that the AMERICA'S SERVICING COMPANY is prepared to identify the true creditor.
32. Proof of claim that the 'claims' made by AMERICA'S SERVICING COMPANY is predicated upon the verified claims of the true creditor 'claimant', as true, correct, complete, and not misleading.
33. Proof of claim that the 'claims' made by the AMERICA'S SERVICING COMPANY is predicated upon the verified claims of the true creditor 'claimant', and not the presumptions of the collection agent, unless said agent verifies that he/she can validate the 'claims' as true, correct, complete, and not misleading, under his/her/its full commercial liability.
34. Proof of claim that the purported protest assessed against the party allegedly in dishonor, was predicated upon something other than said dishonor.
35. Proof of claim that the purported protest assessed against the party allegedly in dishonor, was predicated upon something other than said dishonor, namely the 'substantive claim'.
36. Proof of claim that the purported protest assessed against the party allegedly in dishonor, was preceded with an opportunity to cure said dishonor, prior to the making of said demand, unless a waiver of notice of protest can be produced.
37. Proof of claim that if the purported protest assessed against the party allegedly in dishonor, and was not preceded with an opportunity to cure said dishonor, prior to the making of said demand, said 'protest' is permitted, in law, to occur in secret.
38. Proof of claim that if the purported protest assessed against the party allegedly in dishonor, and was not preceded with an opportunity to cure said dishonor, prior to the making of said demand,

Conditional Acceptance

Luz-Maria: Urzua

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said 'protest' is permitted, in law, to **underlie the filing of an any claim, once the dishonor is cured.**

39. Proof of claim that if the purported protest assessed against the party allegedly in dishonor, and was not preceded with an opportunity to cure said dishonor, prior to the making of said demand, said 'protest' is permitted, in law, to proceed, in the absence of evidence of disclosure the notice of dishonor/protest was waived.
40. Proof of claim that there was a meeting of the minds between the undersigned and the alleged 'claimant' as to the notice of dishonor/protest.
41. Proof of claim that if the purported protest assessed against the party allegedly in dishonor, and was not preceded with an opportunity to cure said dishonor, prior to the making of said demand, the drafter of the 'LOAN STATEMENT' is not required to re-draft purported 'claimant' for an affidavit, true, correct, complete, and not misleading, stating a claim.
42. Proof of claim that the 'LOAN STATEMENT' is not an outrageous claim intended as a lure to create the status of dishonor in the undersigned.
43. Proof of claim that if the purported 'protest' did **occur in secret, the party allegedly in dishonor, was not denied due process and the opportunity to handle his commercial affairs properly.**
44. Proof of claim that the presumptions of the true 'claimant' have been attested to as true, correct, complete, and not misleading.
45. Proof of claim that the presumptions of the true 'claimant' have been attested to as true, correct, complete, and not misleading, from a 'claimant' party with personal knowledge.
46. Proof of claim that the presumptions of the true 'claimant' have been attested to as true, correct, complete, and not misleading, from the representatives of the 'claimant' party, ergo, the attorneys for said 'claimant' party, having personal knowledge.
47. Proof of claim that the attorneys for either or both the true creditor and/or its collection agency, do not know and cannot discover that the 'LOAN STATEMENT' is an outrageous claim designed to lure the undersigned into a dishonor.
48. Proof of claim that the attorneys for either or both the true creditor and/or its collection agency, do not know or cannot discover that the 'LOAN STATEMENT' is an outrageous claim designed to lure the undersigned into a dishonor, under the full commercial liability of each associated with the 'LOAN STATEMENT'.
49. Proof of claim that any controversy requiring settlement can be done by anything other than via payment of asset monies, to discharge the 'claims'/charges entered into bookkeeping entries, which the undersigned offers via this Conditional Acceptance.
50. Proof of claim that any controversy requiring settlement can be done by anything other than via payment of asset monies, no matter how long said establishment of the account takes, to insure proper and complete delivery of asset instruments.
51. Proof of claim that evidence (of the admissible kind) which establishes that if the undersigned is now offering settlement of the alleged 'claims', regardless of the nature of the debt, the identity of the 'debtor' and/or the method of settlement, in asset funds pending the establishment of said account, in order to permanently close the alleged account, the true creditor or its collection agency is not required to await the establishment of the asset money account.
52. Proof of claim that evidence (of the admissible kind) which establishes that the prior dishonor of the undersigned was anything other than inadvertent.

Conditional Acceptance
Luz-Maria: Urzua
Escrow Number 0953461
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53. Proof of claim that the charges delineated in the LOAN STATEMENT are due and owing by the entity cited thereon.

NOTICE

Failure of responding or rebutting, shall be deemed as agreement with the facts stated in the affidavit in support, hereto attached, mandating the immediate carrying out of the settlement negotiations, to demonstrate the performance obligation, now that the inadvertent dishonor is cured, by you or your agents, in order to maintain the honor bestowed by said draft. Your response must be in affidavit form, under your full commercial liability, rebutting each of my points, on a point-by-point basis, that the facts contained therein, are true, correct, complete and not misleading. Declarations are insufficient, as declarations permit lying by omission, which no honorable draft may contain.

Very truly yours,



Luz-Maria Urzua

All reply's are to be mailed to:

Attachment:
Exhibit A-1

Letter Rogatory
 Luz-Maria: Urzua
 Escrow Number 0953461
 Certified Mail Number 7006 0100 0005 6183 8816
 Luz-Maria: Urzua
 c/o 6787 Hillsview Dr
 Vacaville, California
 Zip Code Exempt
 [DMM 122.32] as amended

ORIGINAL

AMERICA'S SERVICING COMPANY
 P.O. BOX 60768
 LOS ANGELES, CA 90060-0768

September 11, 2007

NOTICE

LETTER - ROGATORY

RE: OFFER FOR SETTLEMENT AND CLOSURE VIA MUTUAL FACT FINDING

I, Luz-Maria: Urzua, hereby accepts for value and return for value, the, "LOAN STATEMENT" of AMERICA'S SERVICING COMPANY'S Loan Number 1205243880 for the purpose of agreeing to fully cooperate by providing all responses necessary to effectuate settlement and closure of said investigation, and requesting that AMERICA'S SERVICING COMPANY'S Attorney join in the mutual resolution of any issues which may result after AMERICA'S SERVICING COMPANY'S Attorney conducts a full, well-rounded investigation to determine the need for further investigation from the undersigned. Said document, deemed a presentment, is labeled Exhibit A-1 and is attached to the Conditional acceptance.

In addition, you are also requested to send the attached affidavit (make one copy for each purported 'complainant', although you may disallow/disregard/discard any reports from parties (a) unwilling to put their full commercial liability on the line by signing said affidavit; (b) attempting to use AMERICA'S SERVICING COMPANY'S Attorney or employees to continue to exact property as promised in Exhibit A-1, which resulted in an injury herein referenced as a way to bribing/inducing/influencing employees to generate harassing procedures against the undersigned, who do not have personal knowledge of the undersigned's intent, policies, practices, or compliance with the law.

Lastly, you are requested to designate which meaning of certain terms bearing various connotations, are used in the questions posed, so the undersigned may avoid presumptions as to the true intent of the question. Words like 'anyone', 'person', LUZ-MARIA URZUA or Luz-Maria: Urzua should not be presumed to be either the same, or interchangeable, or excluding or including limited groups or classes of people, if accurate responses are the true purpose of the investigation. The undersigned has no intent to dishonor any presentment, and desires to assist in the immediate resolution of 'real issues', but believes that the duty exists to save all parties unnecessary efforts which may do nothing except generate a fleeting joy for misguided employee attempting to pull out all stops to cause injury, embarrassment, and humiliation to the undersigned.

Therefore you are requested to initiate your investigation by focusing on the true reason said allegations were instigated, before unnecessary, pointless, and vindictive actions drive unprovoked and wasteful efforts to accommodate complainant's wrath against the undersigned.

Your responses to the following requests will form the basis for the undersigned's responses and duty to quell actual claims from true complainants, which is an obligation the undersigned welcomes, so the public may operate without interference.

List of Requests necessary before the undersigned can determine if the intent is to harass by

Letter Rogatory

Luz-Maria: Urzua

Escrow Number 0953461

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generating 'argument', controversy, and loss of good will, or to actually resolve an injury or damage to a genuine complainant:

1. Show that Luz-Maria: Urzua is obligated to perform to your demands.
2. Show that Luz-Maria: Urzua is the party receiving the value alleged as exchanged.
3. Show that Luz-Maria: Urzua and AMERICA'S SERVICING COMPANY had a meeting of the minds regarding the waiver of notice of protest.
4. Show that Luz-Maria: Urzua voluntarily waived notice of protest.
5. Show that Luz-Maria: Urzua was notified of a dishonor.
6. Show that the "LOAN STATEMENT" are not an attempt to defraud said party in order 'to avoid conducting a costly investigation for the truth.'
7. Show that the charges delineated in the "LOAN STATEMENT", aren't an attempt by an agent of a defrauding party to assign blame for an act NOT committed by the purported 'debtor', in order to avoid conducting the inquiry mandated by law.
8. Show that the charges delineated in the "LOAN STATEMENT", isn't an attempt by an agent of a defrauding party without first hand knowledge, and upon hearsay, to presume the undersigned owes a debt.
9. Show that Luz-Maria: Urzua received goods, services, or other benefits from the true creditor, for whom you, AMERICA'S SERVICING COMPANY, purport to be.
10. Show that AMERICA'S SERVICING COMPANY can and is willing to produce the original instrument contract Luz-Maria: Urzua is alleged to have created that makes him liable.
11. Show that AMERICA'S SERVICING COMPANY can and is willing to demonstrate the original instrument, which Luz-Maria: Urzua is alleged to have created, has not been endorsed over to other parties each time, if said instrument has changed hands.
12. Show that the original instrument, which Luz-Maria: Urzua is alleged to have created has not been endorsed over to a GSE (Government Sponsored Enterprise).
13. Show that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that the application Luz-Maria: Urzua is alleged to have created, isn't a security agreement.
14. Show that Luz-Maria: Urzua's signature is on the original instrument Luz-Maria: urzua is alleged to have created.
15. Show that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that the amount limit on the application isn't a line of credit.
16. Show that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that the amount limit on the application isn't the amount of the bond behind the security.
17. Show that AMERICA'S SERVICING CPMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that the amount limit on the application isn't a line of

Letter Rogatory

Luz-Maria: Urzua

Escrow Number 0953461

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credit, indicating that a third party is prepared to guarantee the 'applicant' is good for up to that amount.

18. Show that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that the bond underwrites the creation of the funds.
19. Show that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that the amount limit on the application doesn't provide a blank check up to the credit limit.
20. Show that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that the amount limit on the application doesn't provide a blank check up to the credit limit, which AMERICA'S SERVICING COMPANY can use whatever the 'applicant' does not 'use'.
21. Show that COUNTRYWIDE or COUNTRYWIDE'S attorneys do not know or cannot discover that the amount limit on the application doesn't provide a blank check up to the credit limit, which COUNTRYWIDE uses for investments on return.
22. Show that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that AMERICA'S SERVICING COMPANY isn't the trustee on the account.
23. Show that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that AMERICA'S SERVICING COMPANY does not profit from the signature of the security agreement.
24. Show that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that AMERICA'S SERVICING COMPANY does not profit from the investments on the secured line of credit 'granted' by the application.
25. Show that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that AMERICA'S SERVICING COMPANY does not profit from the signature of the security agreement.
26. Show that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that the merchandise is merely the premium to induce the purchase of the debt.
27. Show that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that if the application Luz-Maria: Urzua is alleged to have created, is produced, that the party possessing said instrument, isn't required to give up the line of credit.
28. Show that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that if the application Luz-Maria: Urzua is alleged to have created, is produced, that the party possessing said instrument, isn't still using the line of credit, while AMERICA'S SERVICING COMPANY is demanding payment.
29. Show that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that the AMERICA'S SERVICING COMPANY isn't required to provide Luz-Maria: Urzua with the amount Luz-Maria: Urzua has paid in, to date.
30. Show that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that AMERICA'S SERVICING COMPANY cannot admit that Luz-Maria: Urzua has paid something to AMERICA'S SERVICING COMPANY, to date.

Letter Rogatory
 Luz-Maria: Urzua
 Escrow Number 0953461
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31. Show that Luz-Maria: Urzua willingly and knowingly accepted, or intended to accept extraordinary admiralty benefits for which you, your agency, or anyone at your agency, purport to collect.
32. Show that the AMERICA'S SERVICING COMPANY is prepared to identify the true creditor.
33. Show that the 'claims' made by AMERICA'S SERVICING COMPANY is predicated upon the verified claims of the true creditor 'claimant', as true, correct, complete, and not misleading.
34. Show that the 'claims' made by the AMERICA'S SERVICING COMPANY is predicated upon the verified claims of the true creditor 'claimant', and not the presumptions of the collection agent, unless said agent verifies that he/she can validate the 'claims' as true, correct, complete, and not misleading, under his/her/its full commercial liability.
35. Show that the purported protest assessed against the party allegedly in dishonor, was predicated upon something other than said dishonor.
36. Show that the purported protest assessed against the party allegedly in dishonor, was predicated upon something other than said dishonor, namely the 'substantive claim'.
37. Show that the purported protest assessed against the party allegedly in dishonor, was preceded with an opportunity to cure said dishonor, prior to the making of said demand, unless a waiver of notice of protest can be produced.
38. Show that if the purported protest assessed against the party allegedly in dishonor, and was not preceded with an opportunity to cure said dishonor, prior to the making of said demand, said 'protest' is permitted, in law, to **occur in secret**.
39. Show that if the purported protest assessed against the party allegedly in dishonor, and was not preceded with an opportunity to cure said dishonor, prior to the making of said demand, said 'protest' is permitted, in law, to **underlie the filing of an any claim, once the dishonor is cured**.
40. Show that if the purported protest assessed against the party allegedly in dishonor, and was not preceded with an opportunity to cure said dishonor, prior to the making of said demand, said 'protest' is permitted, in law, to proceed , in the absence of evidence of disclosure the notice of dishonor/protest was waived.
41. Show that there was a meeting of the minds between the undersigned and the alleged 'claimant' as to the notice of dishonor/protest.
42. Show that if the purported protest assessed against the party allegedly in dishonor, and was not preceded with an opportunity to cure said dishonor, prior to the making of said demand, the drafter of the 'LOAN STATEMENT' is not required to re-draft purported 'claimant' for an affidavit, true, correct, complete, and not misleading, stating a claim.
43. Show that the 'LOAN STATEMENT' is not an outrageous claim intended as a lure to create the status of dishonor in the undersigned.
44. Show that if the purported 'protest' did **occur in secret, the party allegedly in dishonor**, was not denied due process and the opportunity to handle his commercial affairs properly.
45. Show that the presumptions of the true 'claimant' have been attested to as true, correct, complete, and not misleading.
46. Show that the presumptions of the true 'claimant' have been attested to as true, correct, complete, and not misleading, from a 'claimant' party with personal knowledge.

Letter Rogatory
 Luz-Maria: Urzua
 Escrow Number 0953461

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47. Show that the presumptions of the true 'claimant' have been attested to as true, correct, complete, and not misleading, from the representatives of the 'claimant' party, ergo, the attorneys for said 'claimant' party, having personal knowledge.
48. Show that the attorneys for either or both the true creditor and/or its collection agency, do not know and cannot discover that the 'LOAN STATEMENT' is an outrageous claim designed to lure the undersigned into a dishonor.
49. Show that the attorneys for either or both the true creditor and/or its collection agency, do not know or cannot discover that the 'LOAN STATEMENT' is an outrageous claim designed to lure the undersigned into a dishonor, under the full commercial liability of each associated with the 'LOAN STATEMENT'.
50. Show that any controversy requiring settlement can be done by anything other than via payment of asset monies, to discharge the 'claims'/charges entered into bookkeeping entries, which the undersigned offers via this Conditional Acceptance.
51. Show that any controversy requiring settlement can be done by anything other than via payment of asset monies, no matter how long said establishment of the account takes, to insure proper and complete delivery of asset instruments.
52. Show that evidence (of the admissible kind) which establishes that if the undersigned is now offering settlement of the alleged 'claims', regardless of the nature of the debt, the identity of the 'debtor' and/or the method of settlement, in asset funds pending the establishment of said account, in order to permanently close the alleged account, the true creditor or its collection agency is not required to await the establishment of the asset money account.
53. Show that evidence (of the admissible kind) which establishes that the prior dishonor of the undersigned was anything other than inadvertent.
54. Show that the charges delineated in the LOAN STATEMENT are due and owing by the entity cited thereon.

NOTICE

Failure of responding or rebutting, shall be deemed as agreement with the facts stated in the affidavit in support, hereto attached, mandating the immediate carrying out of the request to correct the record, and, in the absence of a certificate of claim, cease and desist any attempted collection of non owing debt, by you or your agents, in order to maintain the honor bestowed by said draft. Your response must be in affidavit form, under your full commercial liability, rebutting each of my points, on a point-by-point basis, that the facts contained therein, are true, correct, complete and not misleading. Declarations are insufficient, as declarations permit lying by omission, which no honorable draft may contain.

Letter Rogatory
Luz-Maria: Urzua
Escrow Number 0953461
Certified Mail Number 7006 0100 0005 6183 8816

Very truly yours,



Luz-Maria: Urzua

All reply's are to be mailed to:

Attachment: (Affidavit)

ORIGINAL

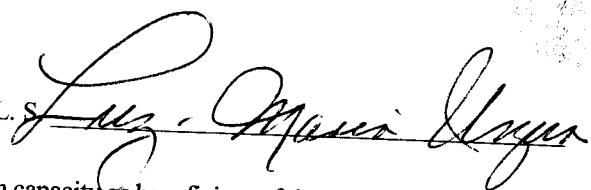
Solano County

Asseveration

California State

The united States of America)

Affidavit
 Luz-Maria: Urzua
 Escrow Number 0953461
 Certified Mail Number 7006 0100 0005 6183 8816

)
)
)
)
) L. S.  {SEAL}

only in capacity as beneficiary of the Original Jurisdiction

FIAT JUSTITIA, RUAT COELUM Let Right Be Done,
 Though The Heavens Should Fall

AFFIDAVIT in SUPPORT OF LETTER ROGATORY

I, Luz-Maria: Urzua, in correct public capacity as beneficiary to the Original Jurisdiction, being of majority in age, competent to testify, a self realized entity, a free man upon the land, my yes be yes, my no be no, do state that the truths and facts herein are of first hand personal knowledge, true, correct, complete, certain, not misleading, so help me YHVH.

1. Affiant has not seen or been presented with any material fact or evidence that Luz-Maria: Urzua is obligated to perform to your demands and believes that none exists.
2. Affiant has not seen or been presented with any material fact or evidence that Luz-Maria: Urzua is the party receiving the value alleged as exchanged and believes that none exists.
3. Affiant has not seen or been presented with any material fact or evidence that Luz-Maria: Urzua and AMERICA'S SERVICING COMPANY had a meeting of the minds regarding the waiver of notice of protest and believes that none exists.
4. Affiant has not seen or been presented with any material fact or evidence that Luz-Maria: Urzua voluntarily waived notice of protest and believes that none exists.
5. Affiant has not seen or been presented with any material fact or evidence that Luz-Maria: Urzua was notified of a dishonor and believes that none exists.
6. Affiant has not seen or been presented with any material fact or evidence that the "LOAN STATEMENT" are not an attempt to defraud said party in order to avoid conducting a costly investigation for the truth and believes that none exists.
7. Affiant has not seen or been presented with any material fact or evidence that the charges delineated in the "LOAN STATEMENT", aren't an attempt by an agent of a defrauding party to assign blame for an act NOT committed by the purported 'debtor', in order to avoid conducting the inquiry mandated by law and believes that none exists.
8. Affiant has not seen or been presented with any material fact or evidence that the charges delineated in the "LOAN STATEMENT", isn't an attempt by an agent of a defrauding party without first hand knowledge, and upon hearsay, to presume the undersigned owes a debt and believes that none exists.
9. Affiant has not seen or been presented with any material fact or evidence that Luz-Maria: Urzua received goods, services, or other benefits from the true creditor, for whom you AMERICA'S SERVICING COMPANY, purport to be and believes that none exists.

Affidavit

Luz-Maria: Urzua

Escrow Number 0953461

Certified Mail Number 7006 0100 0005 6183 8816

10. Affiant has not seen or been presented with any material fact or evidence that AMERICA'S SERVICING COMPANY can and is willing to produce the original instrument contract Luz-Maria: Urzua is alleged to have created that makes him liable and believes that none exists.
11. Affiant has not seen or been presented with any material fact or evidence that AMERICA'S SERVICING COMPANY can and is willing to demonstrate the original instrument, which Luz-Maria: Urzua is alleged to have created, has not been endorsed over to other parties each time, if said instrument has changed hands and believes that none exists.
12. Affiant has not seen or been presented with any material fact or evidence that the original instrument, which Luz-Maria: Urzua is alleged to have created has not been endorsed over to a GSE (Government Sponsored Enterprise) and believes that none exists.
13. Affiant has not seen or been presented with any material fact or evidence that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that the application Luz-Maria: Urzua is alleged to have created, isn't a security agreement and believes that none exists.
14. Affiant has not seen or been presented with any material fact or evidence that Luz-Maria: Urzua's signature is on the original instrument Luz-Maria: Urzua is alleged to have created and believes that none exists.
15. Affiant has not seen or been presented with any material fact or evidence that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that the amount limit on the application isn't a line of credit and believes that none exists.
16. Affiant has not seen or been presented with any material fact or evidence that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that the amount limit on the application isn't the amount of the bond behind the security and believes that none exists.
17. Affiant has not seen or been presented with any material fact or evidence that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that the amount limit on the application isn't a line of credit, indicating that a third party is prepared to guarantee the 'applicant' is good for up to that amount and believes that none exists.
18. Affiant has not seen or been presented with any material fact or evidence that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that the bond underwrites the creation of the funds and believes that none exists.
19. Affiant has not seen or been presented with any material fact or evidence that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that the amount limit on the application doesn't provide a blank check up to the credit limit and believes that none exists.
20. Affiant has not seen or been presented with any material fact or evidence that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that the amount limit on the application doesn't provide a blank check up to the credit limit, which AMERICA'S SERVICING COMPANY can use whatever the 'applicant' does not 'use' and believes that none exists.
21. Affiant has not seen or been presented with any material fact or evidence that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that the amount limit on the application doesn't provide a blank check up to the

Affidavit

Luz-Maria: Urzua

Escrow Number 0953461

Certified Mail Number 7006 0100 0005 6183 8816

credit limit, which AMERICA'S SERVICING COMPANY uses for investments on return and believes that none exists.

22. Affiant has not seen or been presented with any material fact or evidence that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that AMERICA'S SERVICING COMPANY isn't the trustee on the account and believes that none exists.
23. Affiant has not seen or been presented with any material fact or evidence that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that AMERICA'S SERVICING COMPANY does not profit from the signature of the security agreement and believes that none exists.
24. Affiant has not seen or been presented with any material fact or evidence that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that AMERICA'S SERVICING COMPANY does not profit from the investments on the secured line of credit 'granted' by the application and believes that none exists.
25. Affiant has not seen or been presented with any material fact or evidence that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that COUNTRYWIDEAMERICA'S SERVICING COMPANY does not profit from the signature of the security agreement and believes that none exists.
26. Affiant has not seen or been presented with any material fact or evidence that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that the merchandise is merely the premium to induce the purchase of the debt and believes that none exists.
27. Affiant has not seen or been presented with any material fact or evidence that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that if the application Luz-Maria: Urzua is alleged to have created, is produced, that the party possessing said instrument, isn't required to give up the line of credit and believes that none exists.
28. Affiant has not seen or been presented with any material fact or evidence that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that if the application Luz-Maria: Urzua is alleged to have created, is produced, that the party possessing said instrument, isn't still using the line of credit, while AMERICA'S SERVICING COMPANY is demanding payment and believes that none exists.
29. Affiant has not seen or been presented with any material fact or evidence that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that the COUNTRYWIDE isn't required to provide Luz-Maria: Urzua with the amount Luz-Maria: Urzua has paid in, to date and believes that none exists.
30. Affiant has not seen or been presented with any material fact or evidence that AMERICA'S SERVICING COMPANY or AMERICA'S SERVICING COMPANY'S attorneys do not know or cannot discover that AMERICA'S SERVICING COMPANY cannot admit that Luz-Maria: Urzua has paid something to AMERICA'S SERVICING COMPANY, to date and believes that none exists.
31. Affiant has not seen or been presented with any material fact or evidence that Luz-Maria: Urzua willingly and knowingly accepted, or intended to accept extraordinary admiralty benefits for which you, your agency, or anyone at your agency, purport to collect and believes that none exists.
32. Affiant has not seen or been presented with any material fact or evidence that the AMERICA'S SERVICING COMPANY is prepared to identify the true creditor and believes that none exists.

Affidavit
 Luz-Maria: Urtua
 Escrow Number 0953461
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33. Affiant has not seen or been presented with any material fact or evidence that the 'claims' made by AMERICA'S SERVICING COMPANY is predicated upon the verified claims of the true creditor 'claimant', as true, correct, complete, and not misleading and believes that none exists.
34. Affiant has not seen or been presented with any material fact or evidence that the 'claims' made by the AMERICA'S SERVICING COMPANY is predicated upon the verified claims of the true creditor/'claimant', and not the presumptions of the collection agent, unless said agent verifies that he/she can validate the ' claims' as true, correct, complete, and not misleading, under his/her/its full commercial liability and believes that none exists.
35. Affiant has not seen or been presented with any material fact or evidence that the purported protest assessed against the party allegedly in dishonor, was predicated upon something other than said dishonor and believes that none exists.
36. Affiant has not seen or been presented with any material fact or evidence that the purported protest assessed against the party allegedly in dishonor, was predicated upon something other than said dishonor, namely the 'substantive claim' and believes that none exists.
37. Affiant has not seen or been presented with any material fact or evidence that the purported protest assessed against the party allegedly in dishonor, was preceded with an opportunity to cure said dishonor, prior to the making of said demand, unless a waiver of notice of protest can be produced and believes that none exists
38. Affiant has not seen or been presented with any material fact or evidence that if the purported protest assessed against the party allegedly in dishonor, and was not preceded with an opportunity to cure said dishonor, prior to the making of said demand, said 'protest' is permitted, in law, to occur in secret and believes that none exists.
39. Affiant has not seen or been presented with any material fact or evidence that if the purported protest assessed against the party allegedly in dishonor, and was not preceded with an opportunity to cure said dishonor, prior to the making of said demand, said 'protest' is permitted, in law, to underlie the filing of an any claim, once the dishonor is cured and believes that none exists
40. Affiant has not seen or been presented with any material fact or evidence that if the purported protest assessed against the party allegedly in dishonor, and was not preceded with an opportunity to cure said dishonor, prior to the making of said demand, said 'protest' is permitted, in law, to proceed , in the absence of evidence of disclosure the notice of dishonor/protest was waived.
41. Affiant has not seen or been presented with any material fact or evidence that there was a meeting of the minds between the undersigned and the alleged 'claimant' as to the notice of dishonor/protest and believes that none exists.
42. Affiant has not seen or been presented with any material fact or evidence that if the purported protest assessed against the party allegedly in dishonor, and was not preceded with an opportunity to cure said dishonor, prior to the making of said demand, the drafter of the 'LOAN STATEMENT' is not required to re-draft purported 'claimant' for an affidavit, true, correct, complete, and not misleading, stating a claim and believes that none exists.
43. Affiant has not seen or been presented with any material fact or evidence that the 'LOAN STATEMENT' is not an outrageous claim intended as a lure to create the status of dishonor in the undersigned and believes that none exists.
44. Affiant has not seen or been presented with any material fact or evidence that if the purported 'protest' did occur in secret, the party allegedly in dishonor, was not denied due process and the opportunity to handle his commercial affairs properly and believes that none exists.

Affidavit
Luz-Maria: Urzua
Escrow Number 0953461

Certified Mail Number 7006 0100 0005 6183 8816

45. Affiant has not seen or been presented with any material fact or evidence that the presumptions of the true 'claimant' have been attested to as true, correct, complete, and not misleading.
46. Affiant has not seen or been presented with any material fact or evidence that the presumptions of the true 'claimant' have been attested to as true, correct, complete, and not misleading, from a 'claimant' party with personal knowledge and believes that none exists.
47. Affiant has not seen or been presented with any material fact or evidence that the presumptions of the true 'claimant' have been attested to as true, correct, complete, and not misleading, from the representatives of the 'claimant' party, ergo, the attorneys for said 'claimant' party, having personal knowledge and believes that none exists.
48. Affiant has not seen or been presented with any material fact or evidence that the attorneys for either or both the true creditor and/or its collection agency, do not know and cannot discover that the 'LOAN STATEMENT' is an outrageous claim designed to lure the undersigned into a dishonor and believes that none exists.
49. Affiant has not seen or been presented with any material fact or evidence that the attorneys for either or both the true creditor and/or its collection agency, do not know or cannot discover that the 'LOAN STATEMENT' is an outrageous claim designed to lure the undersigned into a dishonor, under the full commercial liability of each associated with the 'LOAN STATEMENT' and believes that none exists.
50. Affiant has not seen or been presented with any material fact or evidence that any controversy requiring settlement can be done by anything other than via payment of asset monies, to discharge the 'claims'/charges entered into bookkeeping entries, which the undersigned offers via this Conditional Acceptance and believes that none exists.
51. Affiant has not seen or been presented with any material fact or evidence that any controversy requiring settlement can be done by anything other than via payment of asset monies, no matter how long said establishment of the account takes, to insure proper and complete delivery of asset instruments and believes that none exists.
52. Affiant has not seen or been presented with any material fact or evidence that evidence (of the admissible kind) which establishes that if the undersigned is now offering settlement of the alleged 'claims', regardless of the nature of the debt, the identity of the 'debtor' and/or the method of settlement, in asset funds pending the establishment of said account, in order to permanently close the alleged account, the true creditor or its collection agency is not required to await the establishment of the asset money account and believes that none exists.
53. Affiant has not seen or been presented with any material fact or evidence that evidence (of the admissible kind) which establishes that the prior dishonor of the undersigned was anything other than inadvertent and believes that none exists.
54. Affiant has not seen or been presented with any material fact or evidence that the charges delineated in the LOAN STATEMENT are due and owing by the entity cited thereon and believes that none exists.

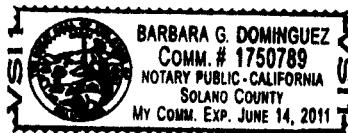
Further, Affiant saith not.

Affidavit
Luz-Maria: Urzua
Escrow Number 0953461
Certified Mail Number 7006 0100 0005 6183 8816

DATED: the eleventh day of the ninth month, in the year of our Lord, Two thousand and seven [September 11 AD 2007] near Vacaville, California.

Luz-Maria: Urzua in correct capacity as beneficiary of the Original Jurisdiction

Seal

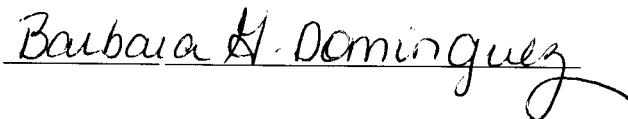
A handwritten signature in black ink that reads 'Luz-Maria Urzua'.

JURAT:

SUBSCRIBED AND SWORN TO before me by Luz-Maria: Urzua, moral sentient being, proven to me to be the flesh and blood woman signing this document this 13th day of September, 2007

Solano County

Notary public for California

A handwritten signature in black ink that reads 'Barbara G. Dominguez'.



Return Mail
America's Servicing Company
P.O. Box 10388
Des Moines, IA 50306-0388

Monthly Mortgage Statement

Customer Service

M-F 8:00am - 6:00pm
in your time zone

Loan Number
1205243880

Phone
(866) 430-0675

Regular mail payments
P.O. Box 60768
Los Angeles, CA 90060-0768

Fax
(866) 453-6315

Correspondence
PO Box 10328
Des Moines, IA 50306-0328

#BWNGKLH
#106XFHWFKRPH067#

159278

LUZ MARIA URZUA
6787 HILLSVIEW DR
VACAVILLE CA 95688-9756



Payment (Principal and/or Interest, Escrow)	\$4,006.54
Optional Product(s)*	\$.00
Current Monthly Payment	\$4,006.54
Overdue Payment(s)	\$4,006.54
Unpaid Late Charge(s)	\$200.33
Other Charges	\$.00
Total Payment Due 07/01/07	\$8,213.41

Activity Since Your Last Statement

Date	Description	Total	Principal	Interest	Escrow	Late charge	Misc
06/18	LATE FEE					\$200.33-	
06/05	COUNTY TAX PMT	\$3,077.73-			\$3,077.73-		
06/05	COUNTY TAX PMT	\$3,077.73-			\$3,077.73-		
06/05	MISC DISBURSE	\$307.77-			\$307.77-		
06/05	MISC DISBURSE	\$317.77-			\$317.77-		

Late charges are assessed after the close of business on the assessment date and only after all payments received have been applied.

Property address
6787 HILLSVIEW DR
VACAVILLE CA 95688

Principal balance as of 06/18/07 **Important Messages**
\$399,098.89

Contact Customer Service
for your payoff balance.

Interest rate
5.250%

Interest paid - year-to-date
\$8,877.13

Taxes paid - year-to-date
\$6,155.46

Escrow balance
\$6,781.00-

Exhibit A-1

(Keep upper portion for your records.)

10359MB0

Please Include This Portion With Your Payment

Total Payment Due 07/01/07 **\$8,213.41**

After 07/16/07 Add Late Fee **\$200.33**

Total Amount Due After 07/16/07: **\$8,413.74**



Please check this
box if changes are
indicated on the
reverse side.

Monthly Payment
_____ x pmt amt

\$

Late Charges

\$

Additional Principal

\$

Additional Escrow

\$

Other Charges

\$

Total Amount Enclosed \$
(PLEASE DO NOT SEND CASH)

106 Loan Number: 1205243880

Customer Service: (866) 430-0675



AMERICA'S SERVICING COMPANY
PO BOX 60768
LOS ANGELES CA 90060-0768



106 1205243880 1 10 00 00400654 00420687 00821341 00801308 1

Certificate of Service of
Conditional Acceptance, Letter Rogatory and Affidavit
Escrow Number 0953461
Certified Mail Number 7006 0100 0005 6183 8816

ORIGINAL

CERTIFICATE OF SERVICE

On this 13th day of September, 2007, I served the following by Certified Mail Number 7006 0100 0005 6183 8816, Return Receipt Requested.

Conditional Acceptance, Letter Rogatory and Affidavit in support of Letter Rogatory, subscribed by Luz-Maria: Urzua to the following party.

AMERICA'S SERVICING COMPANY
PO BOX 60768
LOS ANGELES, CA 90060-0768

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, certain, complete and not misleading.. Executed on this 13th day of September, 2007

Barbara H. Dominguez
Notary Acceptor

Certificate of Non Response of the
Conditional Acceptance, Letter Rogatory and Affidavit
Luz-Maria: Urzua
Escrow Number 0953461
Certified Mail Number 7006 0100 0005 6183 7109

Luz-Maria: Urzua
Without Prejudice
6787 Hillsview Dr
Vacaville, California
Zip Code Exempt
[DMM 122.32] as amended

AMERICA'S SERVICING COMPANY
P.O. BOX 60768
LOS ANGELES, CA 90060-0768

October 4, 2007

NOTICE

CERTIFICATE OF NON-RESPONSE

California State }
Solano County } Scilicet

COMMERCIAL OATH AND VERIFICATION

RE: NON-RESPONSE to Private Conditional Acceptance for Honor for Value and Proof of Claim in the nature of Request for discovery to exhaust s Private Administrative Remedy in the matter of Luz-Maria: Urzua, v. AMERICA'S SERVICING COMPANY.

"Indeed, no more than (affidavits) is necessary to make a *prima facie* case." *United States v. Kis*, 658 F2d 526, 536 (7th Cir. 1981); Cert Denied, 50 US LW 2169; S. Ct. March 22, 1982.

That I, Barbara G. Dominguez, a Notary, of the STATE OF California, in good standing, being first duly sworn, depose and say and declare by my signature that the following facts are true, correct and complete and not misleading, with first hand knowledge of the facts stated below.

I, Barbara G. Dominguez, the undersigned, a Third Party, not a party to the matter, certify that a Private Conditional Acceptance for Honor and Value in the Nature of a Request for Discovery was sent by the undersigned to AMERICA'S SERVICING COMPANY, via Certified Mail # 7006 0100 0005 6183 8816 Return Receipt Requested with Certified Mail Number contained thereon, which was mailed by the undersigned on the 13th day of September, 2007

1. That the evidence shows that AMERICA'S SERVICING COMPANY, named in this administrative remedy was duly served by Certified Mail on and before September 16, 2007 AD.
2. That COUNTRYWIDE had 3 days to answer and the 3 days to answer concluded on September 25, 2007 AD including the 3 additional; days for mailing.
3. That this CERTIFICATE OF NON RESPONSE is served on October 1, 2007, with 3 day to respond beginning the day after service and an additional 3 days for mailing the response.
4. Luz-Maria: Urzua is offering AMERICA'S SERVICING COMPANY an opportunity to cure the Dishonor.

Certificate of Non Response of the
Conditional Acceptance, Letter Rogatory and Affidavit
Luz-Maria: Urzua
Escrow Number 0953461
Certified Mail Number 7006 0100 0005 6183 7109

5. That no response to the initial correspondence is evidenced by U.S. MAIL or any private carrier.
6. That AMERICA'S SERVICING COMPANY is in Dishonor, without recourse, and is found in agreement and harmony with Luz-Maria: Urzua, Cesar Private Administrative Remedy.
7. Barbara G. Dominguez further sayeth naught.

SUBSCRIBED AND SWORN

Barbara G. Dominguez
Barbara G. Dominguez, Notary Acceptor

The above named affiant, personally known to me, appeared before me a Notary, Sworn and under Oath this 8th day of OCT, 2007..

Sylvia R. Marshall
Notary

Seal



Certificate of Service of Certificate of Non Response to
Conditional Acceptance, Letter Rogatory and Affidavit
Luz-Maria: Urzua
Escrow Number 0953461
Certified Mail Number 7006 0100 0005 6183 7109

CERTIFICATE OF SERVICE

On this 8th day of October, 2007, I served the following by Certified Mail Number Return Receipt 7006 0100 0005 6183 7109 Return Receipt Requested.

1. CERTIFICATE OF NON RESPONSE, subscribed by Luz-Maria: Urzua to the following party.

AMERICA'S SERVICING COMPANY
P.O. BOX 60768
LOS ANGELES, CA 90060

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, certain, complete and not misleading.. Executed on this 8th day of October, 2007

Barbara G. Dominguez
Barbara G. Dominguez, Notary Acceptor

Certificate of Dishonor of the
 Conditional Acceptance, Letter Rogatory and Affidavit
 of Luz-Maria: urzua
 Escrow Number 0953461
 Certified Mail Number 7006 0100 0005 6175 7070

ORIGINAL

Luz-Maria: Urzua
 Without Prejudice
 6787 Hillsview Drive
 Vacaville, California
 Zip Code Exempt
 [DMM 122.32] as amended

AMERICA'S SERVICING COMPANY
 P.O. BOX 60768
 LOS ANGELES, CA 90060-0768

October 22, 2007

NOTICE

CERTIFICATE OF DISHONOR

This Notarized Document is the official **CERTIFICATE OF DISHONOR** of the
**CONDITIONAL ACCEPTANCE, LETTER ROGATORY and AFFIDAVIT IN
 SUPPORT OF LETTER ROGATORY.**

NOTARIAL PROTEST CERTIFICATE

I, Luz-Maria: Urzuaq have recruited the Notary Public, Barbara G. Dominguez authorized to certify dishonor of the
 Conditional Acceptance, Letter Rogatory and Affidavit in Support of Letter Rogatory, and to present this
ADMINISTRATIVE JUDGMENT BY ESTOPPEL against AMERICA'S SERVICING COMPANY in
 accordance with UCC 3-505.

COMMERCIAL OATH AND VERIFICATION

Solano County)

California state)

Notary Acceptor, Barbara G. Dominguez, under her Commercial Oath with unlimited liability, proceeding in good
 faith, being of sound mind states that the facts contained herein are true, correct, complete and not misleading of my
 private first hand knowledge and belief under penalty of International Commercial Law.

1. That the evidence shows that the parties listed above were duly served with a CERTIFICATE OF NON
 RESPONSE. by Certified Mail, Return Receipt Requested on October 9, 2007 AD.

CERTIFICATE OF DISHONOR

Certificate of Dishonor of the
Conditional Acceptance, Letter Rogatory and Affidavit
of Luz-Maria: Urzua
Escrow Number 0953461
Certified Mail Number 7006 0100 0005 6175 7070

2. That the three (3) days to answer concluded on October 12, 2007 AD.
3. That the three (3) days for the return mailing concluded on October 17, 2007 AD
4. That the three (3) days for the OPPURTUNITY TO CURE THE DISHONOR concluded October 17, 2007 AD.
5. That the three (3) days for the return mailing concluded on October 22, 2007 AD
6. That the above named parties are now in **DISHONOR**

Notary Acceptor further sayeth naught.

SUBSCRIBED AND SWORN

Barbara G. Dominguez 10/22/07
Barbara G. Dominguez, Notary Acceptor

On this, the 22nd day of October, 2007, before me a Notary Public, the above, personally appeared, Barbara G. Dominguez, ~~personally known to me~~, or satisfactorily proven to be the being whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained.

In Witness Whereof, I have hereunto set my hand and Notarial Seal.

Sylvia R. Marshall
Notary Public

Seal



Certificate of Service of
Certificate of Dishonor of the
Conditional Acceptance, Letter Rogatory and Affidavit
of Luz-Maria: Urzua
Escrow Number 0953461
Certified Mail Number 7006 0100 0005 6175 7070

CERTIFICATE OF SERVICE

On this 22nd day of October, 2007, I served the following by Certified Mail Number 7006 0100 0005 6175 7070, Return Receipt Requested.

1. CERTIFICATE OF DISHONOR, subscribed by Luz-Maria: Urzua to the following party.

AMERICA'S SERVICING COMPANY
P.O. BOX 60768
LOS ANGELES, CA 90060-0768

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true, correct, complete, certain, and not misleading..

Executed on this 22nd day of October, 2007

Barbara G. Dominguez
Barbara G. Dominguez, Notary Acceptor

Invoice

Luz-Maria: Urzua
Without Prejudice
6787 Hillsview Drive
Vacaville, California
Zip Code Exempt
[DMM 122.32] as amended

AMERICA'S SERVICING COMPANY
P.O. BOX 60768
LOS ANGELES, CA 90060-0768

October 22, 2007

NOTICE**I N V O I C E****NOTICE FOR DEMAND AND SETTLEMENT, FOR CLOSING OF THE
ESCROW NUMBER 0953461**

AMERICA'S SERVICING COMPANY, having failed to respond to the Private Remedy to correct the injury to Luz-Maria: Urzua have agreed to the following True Bill in the amount stated on the invoice.

ACCOUNTING AND TRUE BILL

CLEOPATRA HASLIP et al.
v.
PACIFIC MUTUAL LIFE INSURANCE, INC.
499 U.S.1, 113 Fed 2d 1, 111 S.Ct. 1032 (no. 89-1279)

For Conversion

4 times for Compensatory Damages
200 times for Punitive Damages

Invoice

ACCOUNTING AND TRUE BILL

Libellant is entitled to return of all funds paid by LUZ-MARIA URZUA for the year (s) 2003, 2004, 2005, 2006 and 2007 where Libellant paid monthly payments, plus all late fees and interest fraudulently charged, and \$75.00 per hour for all time spent on all letters to AMERICA'S SERVICING COMPANY personnel and "Acceptance for Value" paperwork through October 22, 2007.

<u>CONVERSION FOR UNAUTHORIZED ACTS AGAINST SECURED PROPERTY</u>		
<u>COMPUTED AS FOLLOWS</u>		
\$ 184,721.04		Sum Certain of Actual Cost Funds
4		Rights Violations Compensation Multiplier
\$ 738,884.16		Compensatory Damages
\$ 738,884.16		Sum Certain of Actual Cost Funds
200		Punitive Damages Multipliers
\$ 147,776,830.00		Punitive Damages
\$ 738,884.16		Compensatory Damages
\$ 147,776.830.00		Punitive Damages
\$ 148,515,714.16		Total Damages for Conversion

SUM CERTAIN FOR CONVERSION

\$ 148,515,714.16 as of October 22, 2007

**ONE-HUNDRED FORTY-EIGHT MILLION, FIVE-HUNDRED FIFTEEN
THOUSAND AND SEVEN HUNDRED AND FOURTEEN AND 16/100 DOLLARS**

**"Libellant reserves the right to amend and correct and adjust the accounting and True
Bill"**

The progressive Sum Certain in US Dollars is in numerical parity with the Euro Dollar and any other superior currency backed by gold. Sum Certain may also be paid in any numerical value in gold and equal value in real property and natural resources, and any agreeable combination of the above.

Luz-Maria Urzua
Luz-Maria Urzua, Creditor, Secured Party